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Byron-Bergen Csd And Seiu (Non-  
Teaching Svc Persnl Assn)

# Agreement Between

75  
2330

SD  
GEN

The Byron-Bergen Central School District

And

The Byron-Bergen Non-Teaching  
Service Personnel Association

July 1, 1999 - June 30, 2003

NYC PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

APR 03 2002

CONCILIATION

Final 3/15/02

## **AGREEMENT**

The Board of Education of the Byron-Bergen Central School District (hereinafter referred to as the "Board") and the Byron-Bergen Non-Teaching Service Personnel Association (hereinafter referred to as the "Association") recognize that it is their joint function to maintain a smooth running operation to the highest possible degree.

Believing the functions of the Association are realized to the fullest when mutual understanding, cooperation, and effective communications exist, in consideration of the agreements, understandings, terms and conditions contained herein, the parties mutually agree as follows.

## Table of Contents

	Page
<b>Article I</b>	
Recognition and No Strike	5
<b>Article II</b>	
Grievance Procedure	
Section 1 ... Declaration of Purpose	6
Section 2 ... Definitions	6
Section 3 ... General Principles	6
Section 4 ... Time Limits	7
Section 5 ... Procedures	7
<b>Article III</b>	
Definitions	10
<b>Article IV</b>	
Management Practices	
Section 1 ... Application	11
Section 2 ... Seniority	11
Section 3 ... Promotions and Transfers	11
Section 4 ... Probationary Period	11
Section 5 ... Assignment of Overtime Duties	11
Section 6 ... Loss of Seniority	13
Section 7 ... Layoff and Recall	13
Section 8 ... Job Openings	14
Section 9 ... General	14
<b>Article V</b>	
Vacations	15
<b>Article VI</b>	
Leave Provisions	
Section 1 ... Sick Leave	16
Leave of Absence	17
Section 2 ... Emergency Leave	17
Bereavement	17
Family Illness	17
Process for Determining "Significant Other"	17
Section 3 ... Personal Leave	17
<b>Article VII</b>	
Holidays	18

<b>Article VIII</b>		
Medical Insurance		19
<b>Article IX</b>		
Personnel File		20
<b>Article X</b>		
N.Y.S. Employees' Retirement System		20
<b>Article XI</b>		
Section 1 ... General		
A. Salary Schedule Assumptions		21
B. Tuition Pay		21
C. Overtime		21
D. Merit Pay		22
Section 2 ... A. Cafeteria Workers		22
B. Custodians, Cleaners, Maintenance		23
<b>Article XII</b>		
Preemptory Provisions		28
<b>Article VIII</b>		
Alteration of Agreement		29
<b>Article XIV</b>		
Smoking/Tobacco Products		30
<b>Article XV</b>		
Complete Agreement		31

## **Article I**

### **Recognition and No Strike**

#### **Section 1**

Pursuant to the New York State Public Employees' Fair Employment Act, the Byron-Bergen Central School District recognizes the Byron-Bergen Central School Non-Teaching Service Personnel Association, hereinafter referred to as Association, as the exclusive negotiating representative of all custodial and contract cafeteria personnel excluding the Cafeteria manager, the Superintendent of Buildings and Grounds, Supervisor of Buildings and Grounds, Senior Building Maintenance Mechanic and students.

#### **Section 2**

The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

#### **Section 3**

It is understood and agreed that employees have a right to join or not to join the Association, and that membership in the Association is not or shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

#### **Section 4**

**Dues Deduction.** Upon receipt of a signed and dated authorization from the unit employee, the District agrees to deduct the dues of the Byron-Bergen Central School Non-Teaching Service Personnel Association and to transmit those dues as directed in writing by the appropriate officer of the Association. The Association must give appropriate advance notice of the amount of dues to be deducted for each such employee and to give to the District written notice of the name and address of the Association officer that is to receive the dues.

#### **Section 5**

The Association has been represented in the negotiations for the successor agreement to the 1996-99 Agreement by the Service Employees International Union.

## **Article II**

### **Grievance Procedure**

#### **Section 1. Declaration of Purpose**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

#### **Section 2. Definitions**

- 2.1 A Grievance shall be defined as a complaint by an affected member of the negotiating unit that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- 2.2 The Chief Officer is the Superintendent of Schools.
- 2.3 Association shall mean Byron-Bergen Non-Teaching Service Personnel Association.
- 2.4 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.5 Party in Interest shall mean the grievant's representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
- 2.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.
- 2.7 Supervisor for cafeteria personnel shall be the Cook-Manager, while the supervisor for the cleaners and custodians shall be either the Superintendent or the Supervisor of Buildings and Grounds.

#### **Section 3. General Principles**

- 3.1 All grievances shall include the name and position of the aggrieved party, the Article and Section which has allegedly been violated, misinterpreted, or misapplied, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
- 3.3 Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system-wide

politics, it may be submitted by the Association directly at Stage 3 of the grievance procedure listed below.

- 3.4 The preparation and processing of grievances shall be arranged to avoid interruptions of the work day.
- 3.5 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having a grievance formally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

#### **Section 4. Time Limits**

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
- 4.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Article shall be barred.
- 4.3 Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative, and the Association within the specified time shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **Section 5. Procedures**

##### **5.1 Stage 1: Supervisor - Informal**

- a. As soon as possible, but no later than five (5) working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, such aggrieved party shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally.
- b. Within five (5) working days after such discussion, the supervisor shall give his answer to the aggrieved party.



5.2 Stage 2: Supervisor - Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the Business Administrator within five (5) working days after the supervisor has given his answer in 5.1(b) above.
- b. Within five (5) working days thereafter, the Business Administrator shall render a decision, in writing, and present it to the aggrieved party, his representative, if any, and the Association.

5.3 Stage 3: Chief Officer

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the aggrieved party shall, within five (5) working days after the conclusion of Stage 2, forward the grievance to the Chief Officer.
- b. Within five (5) working days after receipt of the appeal, the Chief Officer or his duly authorized representative, shall meet with other parties in interest.
- c. The Chief Officer shall render a decision in writing to the aggrieved party, and his representatives within five (5) working days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

- a. If the grievance is not resolved at Stage 4 above, and the aggrieved party wishes to pursue the grievance to arbitration, then within ten (10) working days after the Superintendent has rendered his/her decision at Stage 4 above, the aggrieved party and/or the Association shall submit a demand for arbitration upon the Clerk of the Board of Education.
- b. The demand for arbitration will be filed simultaneously with the New York State Public Employment Relations Board and upon the Clerk of the Board of Education. The parties will then follow the rules for the selection of an arbitrator of the NYS PERB.
- c. The selected arbitrator will hear the matter promptly, and will issue his decision not later than thirty-five (35) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

- d. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the School District and the Association.
- g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- h. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Chief Officer.

### **Article III**

#### **Definitions**

1. A regular non-contract employee is defined as one who reports daily for a given assignment, and is paid on an hourly basis.
2. A full contract employee is defined as one who works on a 40-hour basis including cleaners who work a minimum of 30 hours per week for a twelve-month period.
3. A contract employee is employed for a minimum of five (5) hours a day.
4. Employer shall mean the Board of Education of the Byron-Bergen Central School District or their designated representative.
5. Custodians: Custodians have general responsibility for the operation, maintenance, and cleanliness of the District's grounds, equipment, and building facilities. They should report observed equipment failures and deteriorating conditions within and to building facilities to their supervisor in writing by completing a work order. In addition, they may have supervisory responsibility over other custodians and/or cleaners at the discretion of the Employer.
6. Cleaner: Cleaners have primary responsibility for the cleanliness of District's building facilities. They should report observed equipment failures and deteriorating conditions within and to building facilities to their custodian supervisor in writing by completing a work order. Cleaners may assist custodians in performance of routine maintenance such as changing light bulbs/tubes, and replenishing paper towel dispensers, painting, and the moving of equipment or furniture, etc. A cleaner deemed qualified by the Employer may receive a temporary assignment to custodial responsibility and compensation to fill a temporary vacancy not to exceed ninety (90) days in any twelve (12) month period.
7. Sewer Plant Operator: This position shall follow the day custodian job description with the following inclusions: Shall be responsible for the operation and maintenance of the District Sewer Plant and all testing and record keeping that pertains to it, in accordance with any and all New York State regulations.
8. Groundskeeper: This position shall follow the day custodian job description with the following inclusions: Shall be responsible for lawn, tree, and shrub maintenance, weed and pest control (with proper licensing), litter cleanup, athletic field maintenance and marking, snow and ice removal, and maintenance of groundskeeping equipment commensurate with individual's abilities.

## **Article IV Management Practices**

### **Section 1. Application**

This article shall apply to all contract employees in specified groups: cleaners, building custodians, and cafeteria workers. Seniority shall be applied to 12-month and 10-month employees as a group and to part-time employees as a group. Separate seniority lists shall be established and maintained.

### **Section 2. Seniority**

Seniority is established by continuous paid service with the district, compiled by time actually spent in the job classification in which he/she works. Job classifications are cleaners, custodians, maintenance, and cafeteria workers. Unpaid leaves of absence or time spent on layoff will not be considered for seniority.

### **Section 3. Promotion and Transfers**

When considering promotions or transfers, seniority may be considered by the Board, provided that other qualifications such as physical fitness, knowledge, skill, and efficiency on the job are adequate as determined by the employer.

### **Section 4. Probationary Period**

The probationary period for unit employees shall be twenty-six (26) weeks. There shall be no seniority among probationary employees and such employees may be terminated at the discretion of the employer and without recourse to this Agreement at any time during the probationary period provided above. The trial period may be extended by mutual agreement of the parties.

If the employee is retained after successful completion of his probationary period, he/she shall be deemed a permanent employee, and he/she shall acquire seniority retroactive to his/her date of employment, and he/she shall be entitled to the rights and protections of this Agreement.

1. When an employee has been transferred to another job classification, the 90-day probationary period will apply. At the end of the probationary period, the employee's seniority rights in the former job classification will cease except for retirement purposes.

### **Section 5. Assignment of Overtime Duties**

#### **All Facilities**

- a. In the assignment of overtime, each day of a multiple day event will be considered as a separate opportunity for overtime assignment. In other words, if an event covers a Saturday and then a separate period on a Sunday, the overtime assignment for Saturday is one separate overtime opportunity and Sunday is another separate overtime opportunity. The Saturday opportunity would be offered to the next person "A" on the list

and the Sunday opportunity would be offered to the next person "B" on the list. For example, if there is a two (2) day soccer event requiring work both on a Saturday and on a Sunday, these opportunities are separate opportunities.

In the event that there is an overtime opportunity to work a dance, for example, that would require work from 7 p.m. to 2 a.m. covering both a Saturday and a Sunday, then, in that case, the overtime opportunity is a single opportunity that merely covers both a Saturday and a Sunday.

- b. If the school district's swimming pool is used for the Super Soccer Event in the future on a Saturday and/or Sunday, any needed work to be performed at that location will be offered on a rotating basis (sewer plant operator, custodians, then cleaners) first to persons working in this complex.
- c. That once overtime has been offered and declined by all unit employees in the building in which it occurs, i.e. High School/Middle School or Elementary School, it will then be offered to qualified employees on a District wide basis.
- d. When an overtime duty has been assigned to a unit member and that duty is later canceled by the District, then the person who had been assigned will remain at the top of the rotation and s/he is eligible to be assigned to the next overtime opportunity.
- e. Supervisory personnel (i.e. non-bargaining unit supervisory personnel) will manage overtime assignments and rotations unless otherwise indicated in the contract.
- f. Special Skills. The need to assign overtime work to unit members with special skills may disrupt the rotation of overtime assignments in that, if the special skills person were out of rotation, s/he could be assigned the work.
- g. The District agrees to post a chart showing the names of unit employees who are on the overtime rotation at or near the site of employee mailboxes.

The general maintenance worker will be used at the discretion of the Superintendent/Supervisor of Buildings and Grounds. The general maintenance worker will not be offered overtime work typically performed by a custodian or cleaner except on an emergency basis. Emergency situations will be at the discretion of the Superintendent/Supervisor of Buildings and Grounds.

If overtime is expected to be approximately 2 hours or less, it will be covered at the discretion of the shift custodian on duty. This coverage does not impact the normal rotation for overtime.

#### **Section 6. Loss of Seniority**

An employee's continuous service and all of his/her seniority rights shall be terminated by any of the following:

1. Discharge for cause
2. Retirement
3. Resignation

Failure to report to work without notifying whenever possible the Cafeteria Manager or Superintendent of Buildings and grounds or Supervisor of Buildings and Grounds in advance of the reason for such absence, or failure to return from an approved leave of absence on the scheduled date of return, or failure to report to work on the agreed date of a recall from layoff shall be considered a resignation effective the first day of such absence or layoff. Notification of any absence must be provided by completing the designated leave form. If the employee did not provide prior written notification, this form must be completed upon return to work.

#### **Section 7. Layoff and Recall**

In the event that it becomes necessary to lay off employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

1. Probationary employees shall be laid off within a job classification before any employee with seniority is laid off within the classification.
2. Layoffs within a job classification shall be on the basis of seniority, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performance in the District.
3. In the event that a laid-off employee has satisfactorily performed work in the District on a regular basis in another classification, other than a substitute, he/she may exercise his/her seniority in that classification provided he/she is physically fit and capable of performing the job.
4. Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall shall be sent to the employee's last known address. If the employee fails to notify the Superintendent of Schools within five (5) calendar days after the date of receipt of such notice of recall that he/she intends to return to work, such employee shall be deemed to have resigned.

5. For the life of the 1999-2003 Agreement, the District agrees that it will not reduce the number of cleaning and custodial personnel below the number of full time equivalent people that encumbered these jobs on October 1, 1999 (i.e. 13.5 full time equivalent people in jobs of custodian, cleaner, part-time cleaner and general maintenance and groundskeeper).

#### **Section 8. Vacancies**

The District agrees to post a notice for all vacant positions within the unit by a vacancy announcement.

The vacancy announcement will be posted in the District for a period of five (5) working days (i.e. Monday through Friday) prior to the selection of a candidate in order to allow unit employees an opportunity to apply for the vacancy. Applications for the vacancy shall be in writing to the school business administrator.

Should the District determine not to fill a particular vacancy it will notify the President of the Association within a reasonable period of time.

#### **Section 9. General**

The employer agrees to supply the Association, within two (2) weeks after execution of this Agreement, a list containing the names of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in seniority order. The Association will be notified by the Employer of employees who are laid-off, discharged, hired or rehired. A revised seniority list will be provided by August 1st of each fiscal year. The Association will review this list and within 30 days notify the District of any objection. Failure to object within the time specified constitutes a waiver of any right to grieve under the terms of this Agreement.

## Article V Vacations

1. Only full-time (12 month) employees will be granted a paid vacation according to the following schedule.
2. 

<u>Years of Employment</u>	<u>Days to be Taken</u>
(1st year of employees are not eligible for vacation time.)	
After 1st year and through	
5th year .....	2 weeks
6 years .....	2 weeks and 1 day
7 years .....	2 weeks and 2 days
8 years .....	2 weeks and 3 days
9 years .....	2 weeks and 4 days
10 years .....	3 weeks
11 years .....	3 weeks and 1 day
12 years .....	3 weeks and 2 days
13 years .....	3 weeks and 3 days
14 years .....	3 weeks and 4 days
25 years and longer.....	4 weeks maximum
3. Vacation requests shall be made at least 14 days prior to the desired vacation time. Unit members are allowed to take up to three (3) days of vacation without having to provide the 14 day notice, however, a unit member must obtain advance approval from his/her supervisor to take any vacation. Upon approval of the Cafeteria Manager or Superintendent of Buildings and Grounds, up to five (5) days may be carried over into the next school year.
4. Vacation time will be computed on an employee's total consecutive years of service to the District as a full-time (12-month) employee.
5. Vacation pay shall be paid in advance on the pay preceding the employee's vacation if so desired.



## **Article VI**

### **Leave Provisions**

#### **Section 1. Sick Leave**

A. For all full-time contract employees:

1. After five (5) consecutive days of absence a doctor's certificate stating the type of illness and nature of work to be performed must be submitted to the Cafeteria Manager or Superintendent of Buildings and Grounds.

B. Number of days annually:

1. Full-time (12-month) contract employees - fifteen (15) days.
2. Full-time contract cafeteria workers - twelve (12) days.
3. Part-time employees - five (5) days leave accumulative to sixty (60) days (except student workers).

C. Number of days accumulated:

1. Full-time (12-month) contract employees - 200 days.
2. Full-time cafeteria workers - 165 days.

D. All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family Medical Leave Act where applicable. Sick, personal and vacation time will be counted toward FMLA leave concurrently. The District agrees to apply sick, personal leave, vacation time in that order, in accordance with statutory requirements.

Employees will be required to provide FMLA leave documentation to the employer including appropriate medical certification under the FMLA.

Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days. Denial of additional sick days is non-grievable.

E. Number of days accumulated are listed on the employee's wage agreement at the beginning of the school year.

F. Leave of Absence

Leave of absence may be given an employee without pay for a legitimate reason. Request must be from an employee who has worked for the District one year or more, on approval of the Board, providing replacement can be found.

## **Section 2. Emergency Leave**

Up to five (5) days of emergency leave per year, non-cumulative, are available for contract employees to cover absences from work which are absolutely necessary for the following reasons:

### **A. Bereavement**

Bereavement leave may be used in the event of a death in the employee's immediate family. "Immediate family defined in C." Where an employee has exhausted five (5) days of emergency leave for purposes of bereavement and/or family illness, an employee may apply to the Superintendent for additional days. Such days must be deducted from accumulated sick days.

### **B. Family Illness**

Where the serious illness of a member of the employee's immediate family (defined in C.) requires the attendance of the employee, family illness emergency leave may be used. Such leave is intended to provide care for an immediate family member in an emergency until other arrangements can be made. Employees agree to provide documentations when requested to verify appropriate use of emergency leave.

### **C. Definition of Immediate Family**

Immediate family shall be defined as employee's father, mother, brother, sister, spouse, children, step-child, grandparents, grandchildren, immediate in-laws, or anyone for whom employee is considered legal guardian.

## **Section 3. Personal Leave**

No accumulation.

### **A. Number of days annually: three (3) days for all full-time contract employees.**

1. Reasons will not be required for those taking personal days.
2. Personal Leave. Personal leave is defined as that leave granted to conduct personal business. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation except in an emergency.
3. Effective on July 1, 2001, unused personal leave days will be added to a unit member's sick leave accumulation at the end of each school year, even if it exceeds the maximum sick day accumulation as set out in Article VI, Leave Provisions.

## **Article VII**

### **Holidays**

- A. All full-time (12-month) contract employees will be paid for established legal holidays in the 12-month year. A one-day vacation will be granted for the following:
  - 1. New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas, New Year's Eve.
- B. If a school closing is necessary for any reason other than inclement weather, the work schedule for employees covered by the contract will be determined by the supervisor.
- C. Time and a half will be paid to all employees for Saturday and double time for Sunday or holiday work.

## **Article VIII**

### **Medical Insurance**

- A. All full-time employees will be covered by the district health plan, which will be paid for completely by the district during the life of this contract.
- B. Any contract member who chooses not to take the district health insurance plan will have \$1,000 added to their regular salary for that school year. The only exception will be a unit member who can receive health insurance coverage as a result of the fact that their spouse or parent is receiving coverage by the district. An agreement to take advantage of this option must be signed by the unit member annually prior to June 1.
- C. Beginning with the date of the commencement of the 1993-1996 contract, all employees hired for positions within this unit who have not been previously employed by the District will pay 20% of the health insurance premium for the district plan.

Effective July 1, 2001 and following, each newly hired unit employee and each unit employee who goes from a non-contract status to a contract status will pay twenty percent (20%) of the cost of the health insurance premium for the district plan.

- D. Prescription Co-Pay.

Language of Expired Agreement to apply until June 30, 2001.

Beginning on July 1, 2001 and following, unit members will be covered by the following employee co-payments for each prescription: \$5 generic, \$10 preferred brand name drug and \$20 non-preferred brand name drugs.

For the 2001-02 School Year, the District agrees to reimburse unit members for one-half of the difference in employee co-payments with regard to the use of non-preferred brand name drugs as compared to preferred brand name drugs. The parties agree that a non-preferred brand name drug will only be used if there is a medically necessary reason for its use and, in such case, a unit member must submit a doctor's report to the plan administrator to support the use of a non-preferred brand name drug. The reimbursement portion of this program ends on June 30, 2002.

- E. Coordination of Benefits. If both the husband and the wife are employed by the District and they have no eligible dependents, both employees are required to carry single policy coverage as opposed to family coverage if it is less expensive for the District to furnish two single policies. This coordination of benefits will be effective on July 1, 2001 and into the future. Any unit employee(s), who is

currently (as of 3/15/01) not in compliance with this provision, may continue in a non-coordinating status until the Agreement expires on June 30, 2003.

## **Article IX Personnel File**

Upon request of an employee at reasonable times, an employee shall be allowed to view, in the presence of the Cafeteria Manager or Superintendent of Buildings and Grounds or their designee, any material in the employee's personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality, shall be placed in his personnel file unless such employee has been notified of its existence and had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

## **Article X NYS Employee's Retirement System**

Non-contributory 1/50th New Career Plan 75I furnished by the District.

### **Retirement Plan**

When an employee is eligible to retire under the New York State Retirement Plan and has fifteen (15) or more years as a contract employee with the district, the following benefit will be made available.

For every accumulated sick day the contract employee will be granted one (1) day's pay. The value of a day's pay for 12-month will be determined by dividing the final salary by 260 days. The value of a day's pay for 10-month will be determined by dividing the final salary by 185 days. The unit member must submit a written letter of retirement not later than January 15th, preceding the date of retirement, to be eligible for this benefit. The letter of retirement will specify how retirement will be awarded, lump sum payment or insurance. Employees may receive either:

1. Five (5) payments made in equal amounts each of the first five (5) years following retirement. One payment per year.
2. District health insurance payments (single or family plan) until the fund is exhausted.
3. If the retiree dies prior to receiving the entire amount in cash or benefits, the remaining sum will be paid to his/her designated beneficiary.

## Article XI

### Section 1. General

#### A. Salary Schedule Assumptions

Salary step assigned is based on the first date of permanent employment with the District which shall be the date of their salary contract. This includes time in other job classifications in addition to present classification. EXCEPTION: a 3 to 5 hour position will count as a half-time position while a 6 to 8 hour position will count as a full-time position. (Example) Two years at 10-12 months per year and 3 to 5 hours per day and 15 to 25 hours per week will count as one year on salary schedule. Two years at 10-12 months per year and 6 to 8 hours per day and 30 to 40 hours per week will count as two years on a salary schedule.

By mutual consent with the employer, an employee may be paid less than the salary schedule call for, but not less than minimum wage.

#### B. Tuition Payments

Tuition payments to non-teaching personnel for the cost of credit and non-credit courses taken under the adult education program, or at a college or university, will be paid by the District. Such program must help improve job performance or benefit the school district and must have prior approval of the Superintendent.

#### C. Overtime

- i. Employees who are authorized to work overtime will have the choice of being paid or being given compensatory time. This time off must be at a time mutually agreed upon by the employee and his/her supervisor.
- ii. Compensatory time. If permitted by law, in lieu of overtime pay, an employee may elect to take compensatory time off. Compensatory time is earned at the rate of 1.5 times each hour of overtime work required by the District, or, in the case of Sunday work by a custodian, at a rate of 2.0 times each hour of overtime work. A unit employee may have no more than 60 straight time hours of compensatory time to her/his credit. (40 hours of work earned at the rate of 1.5 times equals 60 hours).

Compensatory time off shall be taken at times mutually convenient to the District and the employee.

All authorized compensatory must be used by the end of the fiscal year (i.e. June 30th) in which the compensatory time was earned. If the unit member has compensatory time to his/her credit on June 30th, the District will pay out the value of this compensatory time as of its value on June 30th.

**D. Merit Pay**

Employees who receive excellent in 3 categories and at least a good in the other two categories of the evaluation will receive .005\* current salary in a merit bonus.

**Section 2.**

**A. Cafeteria Workers**

1. Payment for banquets, dinners and other activities will be \$9.00 per hour.
2. Meals will be furnished by the School District for all cafeteria workers.
3. All 6-hour cafeteria workers will be paid over 21 equal pay periods.
  - a. All cafeteria workers hired after July 1, 2001 are to be paid for those hours actually worked. If a cafeteria worker works in excess of five and one half-hours (5.5 hours) in a day, she/he will receive a paid meal period. The District agrees to provide any such employee that works in excess of five and one-half hours a day with an opportunity to eat the food prepared for students on that day for her/his lunch at no charge to the employee.
4. The District Cook-Manager will attempt to provide substitutes to fill in during the absence of a regular cafeteria worker when available.
5. The Cook-Manager will take an equal reduction in salary should wage and salary reductions be asked of the cafeteria workers.
6. Managers in the Elementary and Middle-Senior High School (one each school) will be paid an additional \$650.00 each year.
7. Cafeteria equipment use will not be allowed by any school group or non-school group unless a trained cafeteria employee is present in the cafeteria.
8. For full day teachers' conferences, any cafeteria staff member who is asked to work will be compensated on an hourly basis. The hourly figure will be \$7.00 per hour.

9. Starting with the 2001-02 school year, the District will pay for sick and personal leave days in an amount reflecting the number of daily hours worked on a regular basis (i.e. the paid time off for sick and personal days will include the time worked on a regular basis in the morning breakfast program).

**B. Custodians, Cleaners and Maintenance Workers.**

1. A custodian or cleaner who works on Saturday will be paid at the rate of 1.5 hour's pay for each hour worked. A custodian or cleaner who works on Sunday will be paid at the rate of 2.0 hours of pay for each hour worked.
2. Annual night shift differential will be: \$500.00
3. The work day for day custodians and cleaners will be from 7:00 a.m. to 3:00 p.m. with thirty (30) minute paid lunch and two (2) fifteen (15) minute breaks per day.
4. Work day for night custodians and cleaners will be from 3:00 p.m. to 11:00 p.m. with thirty (30) minute paid lunch and two (2) fifteen (15) minute breaks per day.
5. The following items shall be printed in the faculty handbook, and the Administrators shall work to enforce the following:

Teachers are responsible for keeping their rooms neat, and when rooms are used for meetings or classes by teachers who are not immediately responsible, rooms will be left in good order.
6. Custodial workers will not be responsible for the building after working hours or on weekends or holidays.



## Food Service Salary Schedule

Step	1999-2000	2000-2001	2001-2002	2002-2003
1	6298	6,491	6,683	6,875
2	6364	6,550	6,750	6,950
3	6500	6,619	6,812	7,020
4	6644	6,760	6,883	7,084
5	6790	6,910	7,030	7,159
6	7048	7,061	7,186	7,312
7	7415	7,330	7,344	7,474
8	7592	7,711	7,623	7,638
9	8166	7,896	8,020	7,928
10	8823	8,493	8,212	8,341
11	9122	9,176	8,832	8,540
12	9146	9,487	9,534	9,186
13	9175	9,512	9,866	9,925
14	9211	9,542	9,892	10,261
15	9260	9,579	9,924	10,288
16	9334	9,630	9,963	10,321
17	9461	9,707	10,016	10,361
18	9490	9,839	10,096	10,416
19	9518	9,870	10,233	10,499
20	9544	9,899	10,264	10,642
21	9573	9,926	10,295	10,675
22	9609	9,956	10,323	10,706
23	9779	9,993	10,354	10,736
24	10114	10,170	10,393	10,768
25	10394	10,519	10,577	10,809

## **Custodian Salary Schedule**

<b>Step</b>	<b>1999-2000</b>	<b>2000-2001</b>	<b>2001-2002</b>	<b>2002-2003</b>
<b>1</b>	15,020	15,541	16,081	16,640
<b>2</b>	15,096	15,620	16,162	16,724
<b>3</b>	15,567	15,700	16,246	16,809
<b>4</b>	16,017	16,190	16,328	16,895
<b>5</b>	16,445	16,657	16,837	16,981
<b>6</b>	16,821	17,103	17,324	17,510
<b>7</b>	17,201	17,494	17,787	18,016
<b>8</b>	17,883	17,889	18,194	18,498
<b>9</b>	18,564	18,598	18,605	18,921
<b>10</b>	19,245	19,307	19,342	19,349
<b>11</b>	19,923	20,015	20,079	20,115
<b>12</b>	20,604	20,720	20,815	20,882
<b>13</b>	21,284	21,428	21,549	21,647
<b>14</b>	21,963	22,136	22,285	22,410
<b>15</b>	22,643	22,841	23,021	23,176
<b>16</b>	23,296	23,549	23,755	23,941
<b>17</b>	23,970	24,228	24,491	24,702
<b>18</b>	24,467	24,929	25,197	25,470
<b>19</b>	24,759	25,446	25,926	26,204
<b>20</b>	25,143	25,749	26,463	26,943
<b>21</b>	25,195	26,149	26,779	27,521
<b>22</b>	25,435	26,203	27,195	27,850
<b>23</b>	26,015	26,455	27,251	28,283
<b>24</b>	26,598	27,056	27,511	28,341
<b>25</b>	27,177	27,662	28,138	28,611

The position of groundskeeper, sewer plant operator and general maintenance worker will receive an additional stipend of \$575 in each year of this contract.

Each returning unit member who is off step will receive an increase of:

1999-00 School Year - 3.9%

2000-01 School Year - 4.0%

2001-02 School Year - 4.0%

2002-03 School Year - 4.0%

## **Cleaner Salary Schedule**

<b>Step</b>	<b>1999-2000</b>	<b>2000-2001</b>	<b>2001-2002</b>	<b>2002-2003</b>
<b>1</b>	13,169	13,627	14,101	14,591
<b>2</b>	13,236	13,696	14,172	14,665
<b>3</b>	13,707	13,766	14,244	14,739
<b>4</b>	14,157	14,255	14,316	14,814
<b>5</b>	14,585	14,709	14,826	14,889
<b>6</b>	14,984	15,168	15,297	15,419
<b>7</b>	15,388	15,583	15,775	15,909
<b>8</b>	15,941	16,004	16,207	16,406
<b>9</b>	16,497	16,578	16,644	16,855
<b>10</b>	17,052	17,157	17,241	17,310
<b>11</b>	17,606	17,734	17,843	17,931
<b>12</b>	18,160	18,311	18,443	18,557
<b>13</b>	18,716	18,887	19,043	19,181
<b>14</b>	19,271	19,465	19,642	19,805
<b>15</b>	19,828	20,042	20,243	20,428
<b>16</b>	20,424	20,621	20,843	21,053
<b>17</b>	21,009	21,241	21,446	21,677
<b>18</b>	21,274	21,850	22,091	22,304
<b>19</b>	21,542	22,125	22,724	22,974
<b>20</b>	21,761	22,404	23,010	23,632
<b>21</b>	21,982	22,632	23,300	23,930
<b>22</b>	22,202	22,861	23,537	24,235
<b>23</b>	22,424	23,090	23,775	24,479
<b>24</b>	22,647	23,321	24,014	24,726
<b>25</b>	22,864	23,552	24,254	24,974

## General Maintenance Salary Schedule

Step	1999-2000	2000-2001	2001-2002	2002-2003
1	17,114	17,710	18,325	18,962
2	17,201	17,799	18,418	19,058
3	17,883	17,889	18,511	19,155
4	18,564	18,598	18,605	19,252
5	19,245	19,307	19,342	19,349
6	19,923	20,015	20,079	20,116
7	20,604	20,720	20,815	20,882
8	21,284	21,428	21,549	21,648
9	21,963	22,136	22,285	22,411
10	22,643	22,841	23,021	23,177
11	23,296	23,549	23,755	23,942
12	23,970	24,228	24,491	24,705
13	24,467	24,929	25,197	25,471
14	24,759	25,446	25,926	26,205
15	25,143	25,749	26,463	26,963
16	25,195	26,149	26,779	27,522
17	25,435	26,203	27,195	27,850
18	26,015	26,453	27,251	28,283
19	26,598	27,056	27,511	28,341
20	27,177	27,662	28,138	28,611
21	27,745	28,264	28,768	29,263
22	28,334	28,855	29,394	29,919
23	28,913	29,467	30,009	30,570
24	29,528	30,069	30,646	31,209
25	30,143	30,709	31,272	31,872

## **Article XII**

### **Preemptory Provisions**

If any provisions of the Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.

All rights, powers, and authority which the Board had prior to entering into this Agreement are retained by the Board, except as those rights are expressly and specifically limited by the Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power, or authority.

### **Article XIII**

#### **Alteration of Agreement**

No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the School District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

## **Article XIV**

### **Smoking/Tobacco Products**

Smoking and/or use of tobacco products will be prohibited in all school buildings and on all school grounds effective December 26, 1994. The District realizes the impact of the state and federal law on those who smoke.

In order to administer this policy, rules regarding disciplinary action must be issued. Violations of this policy will be addressed as follows:

- |                         |   |
|-------------------------|---|
| <b>First Violation</b>  | Verbal warning. Request that employee attend a program designed to help people stop smoking. Mileage will be paid to and from these programs.   |
| <b>Second Violation</b> | Formal reprimand filed in employee's personnel file. Employee required to furnish proof of attendance at a program designed to help people stop smoking, or evidence of a prescription taken for the nicotine patch or some equivalent program. |
| <b>Third Violation</b>  | One to three days loss of pay.  |
| <b>Fourth Violation</b> | \$1,000 fine for this violation and each and every violation thereafter.  |

## **Article XV**

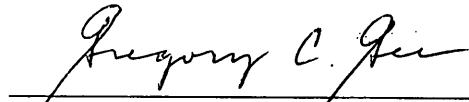
### **Complete Agreement**

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations. All agreements shall be in writing. This agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to the Agreement.



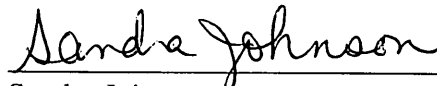
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds thereof shall not become effective until the appropriate legislative body has given approval.

BYRON-BERGEN CENTRAL SCHOOL DISTRICT


  
\_\_\_\_\_  
Dr. Gregory Geer  
Superintendent of Schools

3/18/02  
\_\_\_\_\_  
Date

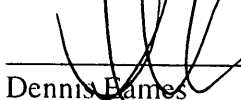
BYRON-BERGEN NON-TEACHING  
SERVICE PERSONNEL ASSOCIATION

  
\_\_\_\_\_  
Sandra Johnson  
President

3-18-2002  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerry Dennis  
President  
SEIU Local 200

3-15-02  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dennis Barnes  
Service Employees International  
Union Local 200

3/15/2002  
\_\_\_\_\_  
Date